

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

04-04-2001



101667559

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

319-01

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**  
Document ID #
- ☐ **Correction of PTO Error**  
Reel #  Frame #
- ☐ **Corrective Document**  
Reel #  Frame #

**Conveyance Type**

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger**
- ☐ **Change of Name**
- ☒ **Other**

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**

☒ **Citizenship/State of Incorporation/Organization**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/04/2001 DBYRNE 00000004 0837713

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002262 FRAME: 0945**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

No

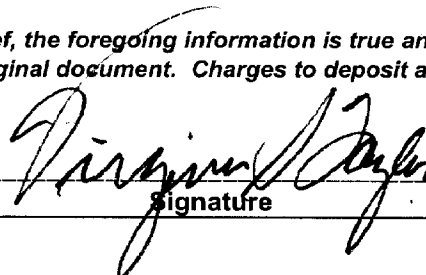
☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Virginia S. Taylor

Name of Person Signing



Signature

14 March 2001

Date Signed

# RELEASE OF TRADEMARK AND PATENT SECURITY INTEREST

This **RELEASE OF TRADEMARK AND PATENT SECURITY INTEREST** (this "**Release**") is executed this 5<sup>th</sup> day of March, 2001 by **THE CIT GROUP / BUSINESS CREDIT, INC.** ("**Secured Party**").

## **RECITALS:**

**A.** Pursuant to a certain Loan Agreement executed between the Secured Party and Polyloom Corporation of America ("**Owner**") on November 23, 1998 ("**Loan Agreement**"), the Secured Party made certain loans to Owner (the "**Loans**").

**B.** In conjunction with the Loan Agreement the parties executed a Trademark and Patent Security Agreement dated November 23, 1998 ("**Security Agreement**"), pursuant to which the Owner granted a security interest to Secured Party in certain trademarks, tradenames, terms and designs ("**Trademarks**") and certain patents ("**Patents**"), including the U.S. federal trademark registrations and patents specified in **Schedule A** hereto.

**C.** The Security Agreement was recorded in the U.S. Patent and Trademark Office on December 10, 1998, at reel/frame 1778/0470 and 9414/0817.

**D.** The indebtedness arising under the Loan Agreement and secured by the Trademarks and Patents having been satisfied in full, the Secured Party is obligated to release the Trademarks and Patents from the liens, security interests, and other rights arising under the Security Agreement.

## **RELEASE:**

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Secured Party hereby **RELEASES AND FOREVER DISCHARGES** any and all liens, security interests, titles, assignments, and other rights against the Trademarks and Patents, arising pursuant to or otherwise evidenced by the Security Agreement and any other documents securing the Loan, and hereby **RECONVEYS, REASSIGNS, TRANSFERS AND DELIVERS** to the Owner all rights with respect to the Trademarks and Patents, and any and all other rights, titles, and interests heretofore assigned and transferred unto the Secured Party pursuant to the Security Agreement and, to the extent relating to the Trademarks and Patents, pursuant to any other documents securing the Loan. This Release shall be binding upon Secured Party and Secured Party's successors and assigns and shall inure to the benefit of Owner and Owner's successors and assigns, and any present or future owner of any interest in the Trademarks and Patents.

EXECUTED as of the date first written above.

**THE CIT GROUP/BUSINESS  
CREDIT, INC.**

By: [Signature]  
Name: Andrew Harsanyi  
Title: Vice President

This instrument was executed and acknowledged before  
me on this 5<sup>th</sup> day of March, 2001, by  
Andrew Harsanyi, who is personally known to  
me or who produced \_\_\_\_\_  
as identification.

[Signature]  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

JAMES ROBERT HEED  
Notary Public, State of New York  
No. 30-4707864  
Qualified in Nassau County  
Commission Expires March 30, 2001

## **SCHEDULE A**

### **Trademark Registrations**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
POLYLOOM	837,713	10/31/67
POLYLOOM	954,503	03/06/73

### **Patents**

<u>Patent Number</u>	<u>Issue Date</u>
4,435,141	03/06/84
4,255,222	03/10/81